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 5 Attorneys for Defendant, Credit Managers Association
 of California, Inc., dba CMA Business Credit Services,
 6 a California non-profit corporation

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8 **UNITED STATES DISTRICT COURT**
 9 **SOUTHERN DISTRICT OF CALIFORNIA**

10

11 **SINDICATO DE EMPLEADOS Y) Case No. 07CV2365**
 12 **TRABAJADORES DE LA INDUSTRIA, EL)**
 13 **CAMPO Y EL COMERCIO DEL ESTADO)**
 14 **29 C.R.O.M., a Mexican labor union, and)**
 15 **SINDICATO NUEVA GENERACION DE)**
 16 **TRABAJADORES DE BAJA CALIFORNIA)**
 17 **C.R.O.C., a Mexican labor union,)**
 18 **Plaintiffs,)**
 19 **v.)**
 20 **CREDIT MANAGERS ASSOCIATION OF)**
 21 **CALIFORNIA, INC., dba CMA BUSINESS)**
 22 **CREDIT SERVICES, a California non-)**
 23 **profit corporation,)**
 24 **Defendants.)**

**JOINT MOTION AND [PROPOSED]
 ORDER RE EXTENSION OF TIME TO
 FILE AN ANSWER OR OTHER
 RESPONSIVE PLEADING**

25 Credit Managers Association of California, Inc., dba CMA Business Credit Services, a
 26 California non-profit corporation, (“Defendant”), and Sindicato De Empleados Y Trabajadores De
 La Industria, El Campo Y El Comercio Del Estado 29 C.R.O.M., a Mexican labor union, and
 Sindicato Nueva Generacion De Trabajadores De Baja California C.R.O.C., a Mexican labor union
 (collectively “Plaintiffs”) (collectively “Defendant” and “Plaintiffs” are referred to herein as
 “Parties”), hereby agree and stipulate as follows:

27 **WHEREAS**, on December 18, 2007, Plaintiffs filed a complaint for: (1) Breach of
 28 Contract; (2) Accounts Stated (Common Count); (3) Goods Sold and Delivered (Common

1 Count); and (4) Equitable Relief, ("Complaint") against Defendant, commencing Case No.
 2 07CV2365 (the "Action").

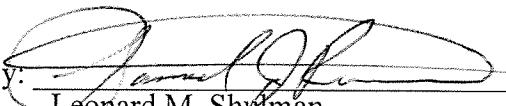
3 **WHEREAS**, Defendant's responsive pleading is due to be filed and served on January
 4 10, 2008.

5 **WHEREAS**, the Parties agree that additional time is necessary to allow the Parties to
 6 further meet and confer regarding the grounds for the answer and responsive pleadings to the
 7 Complaint, and/or the resolutions of the Action as to these Parties, and/or the joinder of
 8 additional parties.

9 **THEREFORE**, Defendants, by and through its counsel of record, Shulman Hodges &
 10 Bastian LLP, and Plaintiffs, by and through its counsel of record, International Practice Group,
 11 APC, hereby agree that Defendant shall have up to and including January 18, 2008 to file and
 12 serve an answer or other responsive pleading to the Complaint in this Action.

13 **SHULMAN HODGES & BASTIAN LLP**

14 Dated: January 8, 2008

15 By: 

16 Leonard M. Shulman
 17 Samuel J. Romero
 18 Attorneys for Credit Managers Association of
 19 California, Inc., dba CMA Business Credit Services, a
 20 California non-profit corporation

21 **INTERNATIONAL PRACTICE GROUP, APC**

22 **SEE FACSIMILE
 23 SIGNATURE ATTACHED**

24 Dated: January ___, 2008

25 By: _____

26 Guillermo Marrero
 27 Joshua J. Richman
 28 Attorneys for Plaintiffs, Sindicato De Empleados Y
 Trabajadores De La Industria, El Campo Y El Comercio
 Del Estado 29 C.R.O.M., a Mexican labor union, and
 Sindicato Nueva Generacion De Trabajadores De Baja
 California C.R.O.C., a Mexican labor union

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 2 07CV2365 (the "Action").

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 4 10, 2008.

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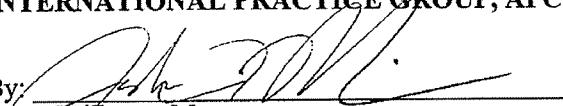
9 **THEREFORE**, Defendants, by and through its counsel of record, Shulman Hodges &
 10 Bastian LLP, and Plaintiffs, by and through its counsel of record, International Practice Group,
 11 APC, hereby agree that Defendant shall have up to and including January 18, 2008 to file and
 12 serve an answer or other responsive pleading to the Complaint in this Action.

13 **SHULMAN HODGES & BASTIAN LLP**

14 **SEE FACSIMILE**

15 By: **SIGNATURE ATTACHED**
 16 Leonard M. Shulman
 17 Samuel J. Romero
 18 Attorneys for Credit Managers Association of
 19 California, Inc., dba CMA Business Credit Services, a
 20 California non-profit corporation

21 **INTERNATIONAL PRACTICE GROUP, APC**

22 By: 
 23 Guillermo Marrero
 24 Joshua J. Richman
 25 Attorneys for Plaintiffs, Sindicato De Empleados Y
 26 Trabajadores De La Industria, El Campo Y El Comercio
 27 Del Estado 29 C.R.O.M., a Mexican labor union, and
 28 Sindicato Nueva Generacion De Trabajadores De Baja
 California C.R.O.C., a Mexican labor union

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Foothill Ranch, County of Orange, State of California. I am over the age of 18 years and not a party to the within action. My business address is 26632 Towne Centre Drive, Suite 300, Foothill Ranch, California 92610.

On January 8, 2008, I served the documents named below on the parties in this Action as follows:

DOCUMENT(S) SERVED: **JOINT MOTION AND [PROPOSED] ORDER RE
EXTENSION OF TIME TO FILE AN ANSWER OR
OTHER RESPONSIVE PLEADING**

SERVED UPON:

Counsel for SINDICATO DE EMPLEADOS Y TRABAJADORES DE LA INDUSTRIA, EL CAMPO Y EL COMERCIO DEL ESTADO 29 C.R.O.M., a Mexican labor union, and SINDICATO NUEVA GENERACION DE TRABAJADORES DE BAJA CALIFORNIA C.R.O.C., a Mexican labor union

Guillermo Marrero

Joshua J. Richman

International Practice Group, A Professional Corporation
1350 Columbia Street, Suite 500

San Diego, California 92101

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each such envelope, with postage thereon fully prepaid.

[X] **(BY MAIL)** I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Foothill Ranch, California. I am readily familiar with the practice of Shulman Hodges & Bastian LLP for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after deposit for mailing in affidavit.

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction this service was made. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 8, 2008, at Foothill Ranch, California

~~Jackie Rodriguez~~